

## **UK PRIZE DRAW TERMS AND CONDITIONS FOR COMPETITIONS**

1. The promotion is open to residents of the UK aged 18 or over except employees of the Promoter, their families, agents or anyone professionally connected with the promotion.
2. To enter, no purchase is necessary.
3. No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.
4. Closing date for receipt of entries is detailed on competition post.
5. Promotion limited to one entry per person. No entrant may win more than one prize.
6. Responsibility is not accepted for entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
7. The Promoter shall not be liable for any loss, damage or consequential damage of any nature in contract, tort (including negligence) or otherwise caused by acceptance of the terms and conditions or in connection with the prize (to the extent permissible by law).
8. Entries will be drawn at random from all entries received by the closing date. In the event of any dispute, the decision of the Promoter is final.
9. In the event of unforeseen circumstances, the Promoter reserves the right to substitute the prize for an alternative of equal monetary value. No correspondence will be entered into.
10. The winner will be notified within 30 days of the closing date. To claim the prize, the winner must reply to the notification within 30 days of receiving it. They must also confirm their delivery address for receiving the prize. If the prize is unclaimed after this time, it will lapse and the promoter reserves the right to offer the unclaimed prize to a substitute winner selected in accordance with the promotion rules.

11. The winner's details (name and county) will be made available on request to those writing to "Kids Planet Day Nurseries Competition, Kids Planet Day Nurseries, 231 Higher Lane, Lymm WA13 0RZ" within ten weeks after the published closing date, enclosing a stamped SAE,

12. The winner may be required to participate in publicity arising from this promotion.

13. By entering the promotion, all entrants will be deemed to have accepted and be bound by the rules and consent to the transfer of their personal data to the Data Controller for the purposes of the administration of this promotion and any other purposes to which the entrant has consented. All entry instructions form part of the rules.

#### Kids Planet Day Nurseries – Competition Terms & Conditions

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry instructions are deemed to form part of the Terms and Conditions and participants of the promotion agree to be bound by these Terms and Conditions. Please retain a copy for your information.

Promoter: Kids Planet Day Nurseries, 231 Higher Lane, Lymm WA13 0RZ.

#### Full Terms and Conditions

##### Eligibility:

1. This promotion is open to residents of England, Scotland & Wales aged 18 years and over, excluding employees of the Promoter and its affiliates or agents, the immediate families of such employees and any other person connected with this promotion. Please see clause 14 for additional prize eligibility details.

2. No purchase necessary. However, internet access and a valid, active and public Instagram account is required. If you do not have an account, you will need to create one in order to participate – you will require an active email address in order to do this.

3. A maximum of one entry per person is allowed. All entries must be made by the entrant themselves, anyone trying to circumvent this rule by using alternative details including but not limited to creating multiple Instagram accounts will be disqualified from this promotion. Entries (bulk or otherwise) made from trade, syndicates, consumer groups or third parties will not be accepted. If it becomes apparent that a participant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force' or any other automated means, that person's entries will be disqualified and any prize award will be void.
4. Entrants must ensure that they keep their social media account on a public setting and the entry remains visible until completion of the winner notification process.
5. The entrant entering the promotion must be the owner of the Instagram account used. Proof of ownership of the social media account may be required.
6. Any entries received from private accounts on Instagram will not be entered due to privacy restrictions. To enter from a private account, participants must amend their account settings to a public account in order for their entry to be accepted.
7. You must continue to keep your social media account on a public setting for 4 weeks after the end of the promotional period in order to be contacted if you are selected as the winner.

#### Promotional Period:

8. Opens 18/02/2025 –27/02/2025. Entries outside of this period will not be accepted.

#### How to enter:

9. To enter the prize draw, log into your Instagram account (or create one for free) during the promotional period. Go to Kids Planet Day Nurseries Instagram account (@KidsPlanetDayNurseries) and find the world book day giveaway post to win.

Instagram users must follow @ KidsPlanetDayNurseries on Instagram and comment on the post tagging a friend.

10. The Promoter monitors responses to this promotion and if any responses or any previous posts made by an entrant are, or could be regarded, as being disrespectful towards other members of the Instagram community or which contain anything which is likely to or could cause offence or distress will be removed from the promotion. As someone who enters the promotion, your use on Instagram is subject to the relevant platform's Terms and Conditions.

11. Participants' entries will be deemed invalid if any post -

- contains defamatory, malicious, indecent or other inappropriate content;
- includes the names of any individual without their express permission;
- in the reasonable opinion of the Promoter, cause any widespread or serious offense (taking into account prevailing community views or standards);
- contains content deemed socially irresponsible or likely to breach the CAP Code;
- contains any content that is offensive or could reflect negatively on the name, reputation, or goodwill of the Promoter or any brand partner;
- Includes trademarks, logos, or copyrighted material not owned by the entrant or used without the right holder's prior written permission;
- Contains any form of tagging;
- Contains any images.

12. Entrants who make an entry on someone else's behalf will be disqualified, at the Promoter's discretion.

13. Incomplete, illegible, invalid, misdirected or late entries will not be accepted. Proof of sending will not be accepted as proof of delivery. The Promoter takes no responsibility for entries delayed, incomplete or lost due to technical reasons or otherwise.

### Prize:

14. There will be 1 winner in total. The prize is a world book day bundle.

15. No cash or other alternative prize will be provided in whole or in part, except that in the event of circumstances outside of its control the Promoter reserves the right to substitute the prize, or part of the prize, with a similar prize of equal monetary value.

The prize is non-transferable.

### Winner Selection and Notification:

16. All valid entries received via the Instagram posts will go into a draw and the prize draw winner for the promotion will be selected via a randomised computer process within five working days of the promotion's closing date from all eligible entries received during the promotional period. Winner selection will take place no later than 23:59 on Friday 28th February 2025. The winner will be contacted via direct message by the Promoter via the Kids Planet Day Nurseries Instagram account (depending on which channel they entered via) within 7 working days of the promotion closing date.

17. Entrants are encouraged to monitor their connections during this time in case they are the winner.

18. To claim their prize, the winner must reply to the promoter's direct message with their name, valid home postal address and one form of ID for identification purposes (passport, driving license or equivalent) within 14 calendar days of original receipt of message.

19. Should the winner not claim their prize within 14 calendar days of receiving original notice from the Promoter that they have won the prize or are ineligible or reject their prize, the Promoter reserves the right to re-award the prize to a reserve winner selected at the same time as the original winner. The process will repeat until an eligible winner is able to claim the prize.

20. The winner must supply a valid and suitable email address and home postal address when claiming their prize.
21. The winner will receive their prize via delivery to their home postal address, which will be delivered by courier within 14 working days of valid claim of their prize and the completion of the verification process.

General:

22. It is the responsibility of the winner to provide correct, up-to-date details when accepting their prize. The Promoter cannot be held responsible for the winner failing to supply accurate information which affects prize acceptance or delivery of their prize.

23. The Promoter reserves the right to verify all entries including but not limited to asking for proof of address and ID (passport, driving licence or equivalent). The Promoter will refuse to award the 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. This can also be applied if there is a breach of any instructions forming part of this promotion's entry requirements, the spirit of the promotion or otherwise where a participant has gained unfair advantage in participating in the promotion or won using fraudulent means.

24. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this promotion, and only where circumstances make this unavoidable, the Promoter reserves the right to cancel or amend the promotion or these terms and conditions, at any stage, but will always endeavour to minimise the effect to participants in order to avoid undue disappointment. 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 obligation.

25. The Promoter and its associated agencies and companies 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 promotion or accepting or using the prize, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.

26. The Promoter will make available the winner's surname and county of residence to members of the public or regulators who request such details within 3 months of the closing date of this promotion. We may disclose the information to the Advertising Standards Authority if required to do so. Entrants can object to disclosure, or request that disclosure be limited in scope by contacting [Marketing@kidsplanetdaynurseries.co.uk](mailto:Marketing@kidsplanetdaynurseries.co.uk) . You may request a copy of the winners list by emailing [Marketing@kidsplanetdaynurseries.co.uk](mailto:Marketing@kidsplanetdaynurseries.co.uk) . The Promoter reserves the right to refuse such requests.

27. The winner will be requested to participate in related publicity with no further recompense. The winner consents to being announced as the winner in the comment section of the Instagram competition post.

28. Numerous factors outside the control of the Promoter may interfere with the operation of Instagram. The Promoter does not therefore guarantee continuous, uninterrupted or secure access to Instagram.

29. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. By entering the promotion, all participants accept that they have no claim against Instagram. The information you provide will only be used for fulfilment of this promotion, unless you have agreed to its use for any other purpose. By entering the promotion all participants agree to a complete liability release for Instagram.

30. The Promoter has no control over internet or communication networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter will not be held liable to any individual for

any fraud committed by any third party nor for any event beyond its control including, but not limited to, user error and any network, computer, hardware or software failures of any kind which may restrict, delay or prevent a participant's entry to the promotion.

31. Any entrant posting or seen to be posting comments to Kids Planet Day Nurseries' social media (Instagram) pages or elsewhere during the draw that are considered bullying, spiteful or upsetting to other contestants or the Promoter, will have their comments removed and will be disqualified from the draw. The Promoter reserves the right to alert the respective social media platform to any such behaviour and you may have your account frozen pending investigation.

32. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.

33. The Promoter's decision is final with regard to all promotional matters and no correspondence will be entered into.

34. These terms and conditions (and any non-contractual disputes/claims which arise out of or in connection with them) will be governed by English law and entrants submit to the exclusive jurisdiction of the English and Welsh courts, unless you live in Scotland, in which case your local courts will have jurisdiction.

35. Your personal details will only be used for the purposes of administering this promotion and for no other purposes, unless we have your consent, and will be deleted after three months from the closing date on 27/02/2025. Your personal details will at all times be kept confidential and in accordance with applicable data protection legislation.