

These are the terms and conditions (“Rules”) that apply to the Mondelez Christmas Display prize draw promotion (“Promotion”). By entering the Promotion, each entrant agrees to these Rules and confirms they have read and understood the *shopt Privacy Notice at [https://shopt.digital/gb/privacy-policy-2/..](https://shopt.digital/gb/privacy-policy-2/) In particular, please note how we may be required to make winners’ details available as set out in Rule 167.

1. **Promoter:** CPM United Kingdom Limited, a company incorporated and registered in England and Wales with registered company number 01757157 and registered office address at 85 Strand, 5th Floor, London, England, WC2R 0DW (“**Promoter**”).
2. **Entry period:** The Promotion entry period opens at 00:01 (UK time) on 06/12/2021 and closes at [23:59] (UK time) on 20/12/2021 (“**Entry Period**”).
3. **Eligibility:** To participate in the Promotion, entrants must be a registered *shopt account holder, at least 18 years old (if an individual) and registered (or resident if an individual) in England, Scotland and Wales (“**Eligible Entrant**”). For the avoidance of doubt, Northern Ireland is excluded from the Promotion. Promoter reserves the right at any time to require proof of eligibility in such form as Promoter reasonably considers necessary.
4. Where an employee or other individual who represents an Eligible Entrant (“**Representative**”) enters the Promotion, he or she does so on behalf of the Eligible Entrant. Representatives must be at least 18 years old at the time of entry and authorised by the relevant Eligible Entrant to enter the Promotion on behalf of the Eligible Entrant.

Not eligible: The following persons are not eligible to enter the Promotion in their own right: (i) consumers; (ii) Representatives of Eligible Entrants; (iii) any employee or other individual engaged by Promoter or any of its associated companies; (iv) members of the immediate family and/or household (whether related or not) of any of those individuals; and (v) anyone else professionally involved or associated with the operation, promotion or administration of the Promotion.

5. **How to enter:** A limit of one (1) entry per person applies to the Promotion. To enter the Promotion, Eligible Entrants must do the following during the Entry Period:
 - a. Log into the Eligible Entrant’s account on the *shopt app;
 - a. Complete the necessary actions, as outlined on the app to claim;

Click to enter on the Mondelez Christmas Display prize Draw offer.
6. **Content Guidelines:** All Eligible Entrants must ensure that their claim photograph (“**Content**”) complies with the following guidelines:
 - a. The Eligible Entrant must own the intellectual property rights (and all other rights) in or to the Content or must have the written permission of the relevant owner to submit the Content as part of their entry to the Promotion. By submitting Content, each Eligible Entrant warrants and represents that the submission of the Content and its use as described in these Rules will not infringe the intellectual property rights (or any other rights) of any person or organisation.

- b. If the subject of the Content is a person, or if the Content otherwise features an identifiable person, that person (or their parent or legal guardian if a minor) must have given their written consent to be featured in the Content. The Eligible Entrant must provide a copy of any written consent if requested by Promoter.
 - c. Content must not include any confidential information or personal information concerning any person without the written consent of that person (or their parent or legal guardian if a minor). The Eligible Entrant must provide a copy of any written consent if requested by Promoter.
 - d. Content must not be, or contain any material which is or may reasonably be considered to be, threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, inflammatory, in breach of confidence or otherwise unlawful.]
7. **Warranties:** By entering the Promotion, Eligible Entrants warrant and represent that:
- a. they have the right and authority to enter into the Promotion and to accept a Prize and that by doing so they are not, and will not be, in breach of any applicable law or regulation or any agreement with or obligation to a third party;
 - b. they have not done anything or made any public statement (oral or in writing) that could reasonably be regarded as derogatory or disparaging of Promoter or the products and services of Promoter; and
 - c. that they know of no information, facts or circumstances related in any way to them that could reasonably be considered damaging or embarrassing to Promoter by virtue of the association between Promoter and the Eligible Entrant arising from entry into the Promotion.
8. **Prizes:** The 1st prize is £30 in your *shopt cash wallet, 2nd prize is £20 in your cash wallet and 3rd prize is £10 in your cash wallet. ("**Prize**").
9. **Prize conditions:** Prizes are non-transferable, non-refundable, non-exchangeable and no cash alternative is available. However, if Promoter considers it appropriate, or if it becomes necessary for reasons beyond Promoter's control, a Prize may be varied or swapped for a suitable alternative in Promoter's discretion.
10. **Winner selection:** All eligible entries will be sent across to an independent adjudicator who will choose the top 3. They will not have access to any store data when choosing the winners of the competition.
11. **Winner notification:** The winner will be notified using any of the contact details linked to the winner's *shopt account within five (5) working days following the decision]. Promoter will make reasonable efforts to contact the winner, but it is the winner's responsibility to monitor their voicemail, email account, direct messages and other applicable messaging services, including any junk mail folders, for receipt of the notification.
12. **Claiming the Prize:** The winner must accept the Prize by confirming their eligibility and acceptance within five (5) working days of the date of the initial winner's notification. Failure to accept the Prize by the deadline may result in the Prize being forfeited and the selection of

an alternative winner. Alternative winners will be selected and notified as set out above and must claim the Prize within [five (5)] working days of notification.

13. **Cancellation and variation:** Promoter reserves the right to vary, suspend or cancel the Promotion and/or these Rules if it considers it necessary or appropriate to do so, including if there is any actual or anticipated breach of applicable law or if variation, suspension or cancellation is necessary due to an event outside Promoter's reasonable control. In the event of cancellation, any Prize may be awarded to a winner drawn from entries received prior to cancellation.
14. **Disqualification:** Without limiting the options available to Promoter, Promoter reserves the right at any time to disqualify entries or Eligible Entrants that Promoter regards as being in breach of these Rules, any applicable laws, any terms and conditions referred to in these Rules or the spirit of the Promotion.
15. **Interference with the Promotion:** Any attempt to damage or undermine the content or legitimate operation of the Promotion is prohibited and may also be a violation of criminal and/or civil laws. Promoter reserves all its rights and remedies to deal with breaches or suspected breaches of this Rule including, without limitation, to exclude any Eligible Entrant or winner believed to be associated with such activity.
16. **Disclosure of winner's details:** By entering the Promotion, each Eligible Entrant acknowledges that in the event of a win their business name (or surname in the case of an individual) and county where they are located may be disclosed to persons enquiring, where permitted by law. Any Eligible Entrant may object to their information being made available in this way, or may request that the amount of information made available be reduced, by contacting Promoter using the contact details at the end of these Rules. In these circumstances, the Eligible Entrant acknowledges that Promoter may nevertheless disclose the relevant information, and the Eligible Entrant's entry, to the UK's Advertising Standards Authority (and any other competent authority) if required to do so. This may happen where Promoter is required to demonstrate that it has awarded the prizes advertised. To request disclosure of winners' details, enquirers must submit a request to hello@shopt.co.uk within one month of the end of the Entry Period. Details will only be disclosed (if permitted by law) after all Prizes have been awarded.
17. **Publicity:** By entering the Promotion, each Eligible Entrant agrees that in the event of a win, the Eligible Entrant will take part in reasonable publicity connected with the Promotion if requested and that Promoter is entitled (but not obliged) to use the winner's name and entry (including any Content) in connection with such publicity.
18. **Personal data:** Entrants and Representatives acknowledge that any personal data of Eligible Entrants or their Representatives processed in connection with the Promotion will be processed in accordance with Promoter's Privacy Notice, which is available at www.shopt.co.uk.
19. **Accessing these Rules:** Any website on which these Rules are posted is only intended to be accessed from Great Britain and where permitted by law. Promoter makes no representation that materials relating to the Promotion are appropriate or available for use at other locations. Access to them from territories where their contents are illegal is strictly prohibited.

20. **Severance and waiver:** If any part of these Rules is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the rest of these Rules will not be affected. Promoter's failure to enforce any term of these Rules will not constitute a waiver of that provision.
21. **Disputes:** Subject to Rule 223, if there is a dispute about the Promotion or these Rules, Promoter's decisions are final. If there is a dispute between these Rules and any other document referred to in these Rules, these Rules take precedence to the extent necessary to resolve the conflict.
22. **Law and jurisdiction:** The Promotion and these Rules are governed by English law, and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the courts of England and Wales, except that residents of Scotland may also bring proceedings in the Scottish courts.
23. **Contact:** Enquiries about the Promotion can be sent to Promoter at: hello@shopt.co.uk.

Short terms:

Open to GB 18+ *shopt account holders only. Starts on 06/12/2021. Ends 23:59 on 20/12/2021. To qualify, entrants must successfully click to claim on the offer. Please note entrants need to make their claim before the closing date. Three eligible entrants will be selected by an independent adjudicator and will earn £30 for 1st, £20 for 2nd & £10 for 3rd which will be transferred into their *shopt account, and available to cash out immediately. This will be within 10 days of the prize draw closing. Max 1 entry per store. Full T&Cs: <https://shopt.digital/gb/mondelez-christmas-prize-draw/>. Promoter: **Promoter:** CPM United Kingdom Limited, a company incorporated and registered in England and Wales with registered company number 01757157 and registered office address at 85 Strand, 5th Floor, London, England, WC2R 0DW.