## KW Feeds Valentine's Day Competition - TERMS AND CONDITIONS

These are the terms and conditions ("Rules") that apply to the KW Feeds 'Valentine's' prize promotion ("Promotion"). By entering the Promotion, each entrant agrees to these Rules and confirms they have read and understood AB Agri's Privacy Notice at <a href="www.abagri.com/privacy-policy">www.abagri.com/privacy-policy</a>. Please also see the limitations of liability in Rule 10.

- 1. **Promoter:** KW Feeds, a business division of AB Agri Limited, a company incorporated and registered in England and Wales with registered company number 00193800 and registered office address at Weston Centre, 10 Grosvenor Street, London, W1K 4QY ("**Promoter**").
- 2. **Entry period:** The Promotion opens for entry at 9am (BST time) on 14 February 2025 and closes at 23:59pm (BST) on 21 February 2025 ("Entry Period").
- 3. **Eligibility:** To participate in the Promotion, entrants must be 18 years old or over at the time of entry and a legal resident of the UK. A limit of one (1) entry per person applies to the Promotion. Promoter reserves the right at any time to require proof of eligibility in such form as Promoter reasonably considers necessary.

**Not eligible:** Even if they meet the above criteria, the following persons are not eligible to enter the Promotion: (i) any employee or other individual engaged by Promoter or any of their respective associated companies, including; (ii) members of the immediate family and/or household (whether related or not) of any of those individuals; and (iii) anyone else professionally involved or associated with the operation, promotion or administration of the Promotion.

- 4. **Prize:** There are 20 prizes. The prize consists of a KW Branded Mug and includes delivery to a UK address only.
- 5. **How to enter:** To enter the Promotion, entrants must do the following during the Entry Period:
  - i. Complete & submit the questions on the form, answering all questions.
  - ii. Entrants must submit their full name, email and phone number.
- 6. **Winner selection and notification:** The winner will be drawn at random from all entrants who have submitted a competition card and submitted their email for contact. Winner will be drawn and notified by email within 7 days of the end of the Entry Period.
- 7. **Prize Delivery:** The Prize will be sent to the winner's postal address within 60 days of the Promoter receiving the address from the winner.
- 8. **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.
- 9. **Publicity:** By entering the Promotion, each entrant agrees that in the event of a win, the 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 image (including their publicly accessible social media profile image if applicable) in connection with such publicity.

10. Liability: Nothing in these Rules limits or excludes any person's liability for death or personal injury to humans caused by negligence, for fraud or for any matter for which liability cannot be lawfully limited or excluded. In particular, consumers have legal rights in relation to products that are faulty or not as described and services which are not performed with reasonable care and skill and these legal rights are in addition to and are not affected in any way by anything contained in these Rules. However, to the fullest extent permissible by law, Promoter will not be liable for: (i) any loss, liability or damage caused by someone other than Promoter or someone acting under Promoter's direct instructions and in accordance with Promoter's instructions; (ii) any loss, liability or damage caused by any event or circumstance beyond Promoter's reasonable control; (iii) any indirect or consequential loss or loss of profits, revenue, loss of anticipated savings or loss of goodwill; or (iv) any unavailability of Promoter's website or app.

Further advice about consumer rights is available from any local Citizens' Advice Bureau (<a href="https://www.citizensadvice.org.uk/">https://www.citizensadvice.org.uk/</a>) or local Trading Standards office (<a href="https://www.gov.uk/find-local-trading-standards-office">https://www.gov.uk/find-local-trading-standards-office</a>).

- 11. **No Endorsement**: The Promotion is in no way sponsored, endorsed, administered by or associated with any other third party. All third-party trademarks and other intellectual property rights are hereby acknowledged.
- 12. **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, the Prizes may be awarded to winners drawn from entries received prior to cancellation.
- 13. **Disqualification:** Without limiting the options available to Promoter, Promoter reserves the right at any time to disqualify entries or 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.
- 14. **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 entrant or winner believed to be associated with such activity.
- 15. **Disclosure of winner's details:** By entering the Promotion, each entrant acknowledges that in the event of a win their surname and county of residence may be disclosed to persons enquiring, where permitted by law. Any 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 entrant acknowledges that Promoter may nevertheless disclose the relevant information, and the entrant's entry, to the UK's Advertising Standards Authority (and/or 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 kristy.parker@abagri.com by 7<sup>th</sup> March 2025. Details will only be disclosed (if permitted by law) after the Prizes have been awarded.

- 16. 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.
- 17. **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.
- 18. **Disputes:** Subject to Rule 19, 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.
- 19. **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.
- 20. **Personal data:** Entrants acknowledge that any personal data of entrants processed in connection with the Promotion will be processed in accordance with Promoter's Privacy Notice Cookie & Privacy Policy KW Feeds
- 21. **Contact:** Enquiries about the Promotion can be sent to Promoter at: Kristy.parker@abagri.com