

BY ROTATION & ZAPP GIVEAWAY
TERMS AND CONDITIONS OF ENTRY

1. Competition.

- We are inviting you to enter into a competition to win a £150 Zapp voucher and a £150 By Rotation voucher.
- The Competition is operated and promoted by Quick Commerce Ltd (trading as Zapp), with registered address at 1st Floor, Buckhurst House, 42/44 Buckhurst Avenue, Sevenoaks, Kent, England, TN13 1LZ (the “**Promoter**”).
- By Rotation of 3 Chandos Street, London, England, W1G 9DH (“By Rotation”) will be supplying part of the prize in the form of a £150 voucher. By Rotation are responsible for any terms and conditions of their voucher.
- By participating in the Competition, entrants agree to be bound by these terms and the decisions of the Promoter.

2. How to enter.

- The Competition will start on **27th July 2022 at 11am** and close on **3rd August 2022 at 23:59, midnight** (“**Competition Period**”). Any entries submitted outside of the relevant Competition Period will be automatically disregarded.
- To enter, you will need to add the product “Win a summer party” into your basket when making a purchase above £20 to win on the Promoter’s App, or add the code “SUMMERPARTY” on checkout on the By Rotation App. You may enter the competition more than once with each qualifying purchase through the apps.
- In entering the Competition, you confirm that you are eligible to do so (see clause 3 below).

3. Eligibility.

- You must be the age of 18 or over and a resident of the United Kingdom (excluding Northern Ireland).
- EXCLUDING: employees of the Promoter, its affiliates, its representatives and advisors; employees of agents or suppliers of the Promoter or its affiliates, who are professionally connected with the Competition or its administration; or members of the immediate families or households of the two categories above.
- You agree to provide the Promoter with proof that you are eligible to enter the Competition if asked to do so.

4. Prize and Winners.

- One winner will be chosen to receive the Prize. The winner will receive a £150 Zapp voucher and a £150 By Rotation voucher. The terms of the voucher, including the expiry date will be sent to the winner. Further details are provided in clause 6 below.
- Winners will be selected in accordance with clause 5 below and by entering the Competition W

5. Winners selection and conditions.

- The Winner will be drawn at random by the Promoter on **4th August 2022**. They will be notified by a Zapp team member, or a member of the By Rotation team on behalf of the Promoter.
- The Winner will have 24 hours from the first notification to respond to the Promoter and claim the Prize, by re-confirming their agreement to these terms.

- The Promoter will make all reasonable efforts to contact the Winner. If the Winner is unreachable or ineligible or fails to provide the necessary details to claim the Prize within the 24 hour period from the first notification, the Winner will forfeit his or her Prize and a new Winner shall be selected.
- By entering the Competition and accepting the Prize you acknowledge that, in order to comply with applicable laws and to indicate that a valid award took place, the Promoter will publish or make available the full name of the Winner. If you are a Winner and object to your name being published or made available, please contact the Promoter at honey@quickcommerce.org
- Prizes are not transferable and no substitutions (including cash) will be given. This process is final and no correspondence will be entered into thereafter. Non-winners will not be notified. The Promoter will send the full details of the selection process to anyone who writes within one month after the end of the Competition Period.

7. Use of personal data.

- By entering the Competition, you are providing your personal data to the Promoter as data controller and acknowledge that your personal data will be used exclusively by the Promoter for the administration of the Competition.
- In the event an entrant is selected as a Winner of the Competition, Promoter may also use the Winner's personal data for the purposes of providing the Prize.
- By submitting your details you acknowledge that we will use and process your personal data as described in these terms and you confirm that you have read and understood the Zapp Privacy Policy which is available at <https://tryzapp.com/privacy-policy.html>.

8. Limitation of liability.

- The Promoter does not exclude or limit its liability for personal injury or death caused by its negligence or for fraudulent misrepresentation or any other liability that may not, by law, be limited or excluded.
- The Promoter accepts no liability in relation to an entrant's participation (or inability to participate) in the Competition, including any use made by the Winners of (or inability to use) their respective Prizes, to the maximum extent permitted by law. Without prejudice to that general exclusion, and insofar as is permitted by law, the Promoter will not in any circumstances be responsible or liable to compensate the Winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Prize except where it is caused by the negligence of the Promoter or that of its employees and the Promoter will not be liable for any loss of income, profits, sales or damage to reputation, incurred by any entrant. Your statutory rights are not affected.

9. General rules.

- The Promoter reserves the right at its sole discretion to disqualify any entrant that tampers or attempts to tamper with the entry process or the operation of the Competition; violates the terms; or acts in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, Promoter reserves the right to seek damages from any such person and entrant to the fullest extent permitted by law.
- Promoter's failure to enforce any of these terms shall not constitute a waiver. Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Competition if it is not capable of running as planned, including infection by computer virus, tampering, unauthorised intervention, fraud, technical failures or any other problems beyond the control of the Promoter and award the Prize from among all eligible entries received prior to cancellation.

10. Disputes.

- Except where prohibited by law, as a condition of participating in the Competition, each entrant agrees that any and all disputes and causes of action arising out of or connected with the Competition or any Prize awarded shall be governed by the laws of England and subject to the jurisdiction of the courts of England.