

Full Terms:

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry and claim instructions are deemed to form part of the terms and conditions and by participating, all entrants will be deemed to have accepted and be bound by the terms and conditions. Please retain a copy for your information.

Promoter: [Arla Foods, Arla House, 4 Savannah Way, Leeds, LS10 1BA]

Eligibility:

1. This promotion is open to UK residents aged 18 or over excluding employees, and their immediate families, of the Promoter, its subsidiaries, other group companies, its agents, or anyone else professionally connected with this promotion.

Social media

2. Internet access required and entrants must have an active Instagram account. 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. One entry per person, regardless of the number of Instagram posts made during the Promotional Period. 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, consumer groups or third parties will not be accepted. If it becomes apparent that a participant is reposting the same content multiple times or 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.

Promotional Period:

4. The promotion will run from 09.00 on the 09/06/19 to 23.59 on the 16/06/19

How to Enter:

5. To enter take a photo of yourself in the provided selfie frame and upload the image to Instagram with the hashtag #ArlaOFS2019.
6. 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 contain anything which is likely to, or could cause offence or distress the entrant will be removed from the Promotion. As someone who enters the promotion, your use of Instagram is subject to the relevant platform's terms and conditions.

7. 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; or
- 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.

General

8. Entrants who do not give correct details or those who make an entry on someone else's behalf will be disqualified, at the Promoter's discretion.
9. Incomplete, illegible, 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:

10. 1 x £500 Virgin Experience voucher.
11. 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 a similar prize of equal or greater value.

Winner Selection:

12. All eligible entries will be entered into the prize draw. The winners will be selected via a randomised computer process/by an independent adjudicator.

Winner Notification:

13. Winners will be contacted by direct message on the social network by which they entered within 7 days and will have [7] days to confirm details (name, email address, postal address and age) in order to claim prize. In the case that they do not respond in time another winner will be selected using the same methodology as above. Entrants are encouraged to monitor their connections during this time in case they are the winner.

14. The prize will be delivered by secure post within 28 days of winner confirmation.
15. If required by a regulatory authority, and/or if we consider it lawful, necessary or appropriate to do so, we may elect to make available a list of winner's surname and/or county to members of the public or regulators who request such details within 3 months of the closing date of this Promotion. Entrants can object to disclosure, or request that disclosure be limited in scope. We may nevertheless disclose the information to the Advertising Standards Authority if required to do so. You may request a copy of the winner's list by emailing info@uponcloudnine.co.uk. We reserve the right to refuse any or all such requests.
16. The Promoter reserves the right to verify all entries including but not limited to asking for address and identity details (which they 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 promotions entry requirements or otherwise where a participant has gained unfair advantage in participating in the promotion or won using fraudulent means.
17. By participating in the promotion the entrants license and grant the promoter an exclusive, royalty free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish and display such content for any purpose in any media, without compensation, restriction on use, attribution or liability. Participants agree not to assert any moral rights in relation to such use where the moral rights in respect of the content are theirs to assert. Participants warrant that the materials contain no copyright materials, are their original works, have not been copied, in whole or in part, from any third party and they have full authority to grant these rights. Participants also warrant that any person featured has given their express permission and/or any child (under 16 years) has parental or guardian consent.
18. 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 this website.
19. 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. By entering the promotion, all participants agree to a complete liability release for Instagram.

Liability:

20. If for any reason any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion modify or suspend the promotion or invalidate any affected entries/claims. 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.
21. 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/gift, 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.
22. 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.
23. These terms and conditions and any related disputes are subject to interpretation under the laws of England and Wales, and to the jurisdiction of the courts of England and Wales unless your residential address is in Scotland, when Scottish law applies.

These terms and conditions (and any non-contractual issues which arise out of or in connection with them) will be governed by relevant local law with any disputes as to the meaning of these Terms and Conditions shall be subject to the exclusive jurisdiction of the English and Welsh courts unless you live in another part of the UK, in which case your local courts will have jurisdiction.

Data protection:

24. The Promoter will only use the personal details supplied for the administration of the promotion and for no other purpose, unless we have your consent. Your personal details will at all times be kept confidential and in accordance with current Data Protection legislation. Click [<https://www.arlafoods.co.uk/legal-information/privacy-policy/>] for the Promoter's Privacy Policy. You can request access to your personal data, or have any inaccuracies rectified, by sending an email to Sarah Burrows [sarah.burrows@arlafoods.com]. By participating in the Promotion, you agree to the use of your personal data as described here.