

## Terms and conditions of Christmas Hamper Competition

- Promoter: Sevenoaks District Council, Argyle Road, Sevenoaks, TN13 1HG
- Entrants into the Prize Draw shall be deemed to have accepted these Terms and Conditions.
- The Prize Draw is limited to one entry per Facebook account and entrants must be over 18.
- Employees or Councillors of Sevenoaks District Council or their family members may not enter the Prize Draw.
- The prize is a local produce hamper and is non-exchangeable, not transferable and there is no cash alternative.
- The draw will be performed by a randomised computer process from entries who have commented on The Sevenoaks District Council's Facebook post relating to the competition between 6 December 2021 and 15 December. The closing time is at 11.59pm on Wednesday 15 December 2021. The Council reserves the right to exclude any persons whose comments (in its sole discretion) it considers are offensive, disparaging, or otherwise not fitting with the promotional campaign.
- Sevenoaks District Council will not accept any appeals.
- The draw will be held on Thursday 16 December and
- Sevenoaks District Council aims to contact the winner via Facebook messenger within 5 working days of the draw.
- The winner will have 7 days to accept their prize. If a winner does not respond within 7 days, or declines the prize then he or she will forfeit that prize and another winner will be selected from the remaining eligible entries in

accordance with the above process until a winner is selected and can be contacted.

- Sevenoaks District Council will not accept any responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt by Sevenoaks District Council.
- Sevenoaks District Council will not accept any responsibility for any costs associated with the prize and not specifically included in the prize.
- Sevenoaks District Council retains the right to substitute the prize with another prize of similar value in the event that the original prize offered is not available.
- Details of the winner will be available from Sevenoaks District Council for 30 days after all prizes have been allocated and accepted
- Sevenoaks District Council reserves the right to cancel or amend the competition in the event of supervening events outside of its control
- Sevenoaks District Council shall use and take care of any personal information you supply to it as described in its privacy policy, a copy of which can be seen at [www.sevenoaks.gov.uk/privacy](http://www.sevenoaks.gov.uk/privacy), and in accordance with the data protection legislation. By entering the Prize Draw, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Prize Draw entry. All personal information held by the Council relating to this competition will be deleted within 30 days of all prizes being allocated and accepted.
- Sevenoaks District Council does not accept any responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by the entrant as a result of entering the Prize Draw or accepting the prize. Sevenoaks District Council further disclaims liability of any injury or damage to your or any other

person's computer relating to or resulting from participation in or downloading any materials in connection with the Prize Draw. Nothing in these Terms and Conditions shall exclude the liability of Sevenoaks District Council for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence.

- Sevenoaks District Council reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Prize Draw with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of Sevenoaks District Council in all matters under its control is final and binding and no correspondence with be entered into.
- Sevenoaks District Council shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
- The Prize Draw will be governed by English law and entrants to the Prize Draw submit to the exclusive jurisdiction of the English courts.
- By entering the competition/prize draw you warrant and agree that Sevenoaks District Council shall have no liability in relation to the prize provided via third parties, for example, sponsors.
- Sevenoaks District Council reserves the right to publish the name of the winner for a maximum duration of 6 months.