

# CooperVision 'Random Rubbish' Competition Terms & Conditions

Please read these terms and conditions ("**Terms**") carefully. These Terms apply to the CooperVision UK Litter Pick Competition (the "**Competition**"). You will be legally bound by these Terms from the time you submit an entry for the Competition.

The Promoter of the Competition is CooperVision Limited ("CooperVision" or "we" or "us") whose registered office is at Delta Park, Concorde Way, Segensworth North, Fareham, Hampshire, PO15 5RL.

If you have any queries about the Competition or these Terms, or if at any time you wish to withdraw from the Competition, then please contact us at <a href="mailto:44marketing@coopervision.co.uk">44marketing@coopervision.co.uk</a>

## Opening and closing dates, eligibility

- 1. The Competition will begin at or around 9.00am on Sunday 13 March 2022 and will close on or around 10.00am on Thursday 17 March 2022 (the "Competition Period").
- 2. The Competition is open to all individuals who participate in the CooperVision Coastal Clean-Up event on Sunday 13 March 2022 at Shore Road Car Park, Warsash, SO31 9FR or any other organised litter pick ("Litter Pick") who:
  - (a) are residents of the United Kingdom and Ireland; and
  - (b) aged 18 years or over,
  - at the time of entry into the Competition and are registered users of a valid Instagram, Facebook or Twitter account throughout the Competition Period and otherwise until such time as the Winners of the Competition have been notified in accordance with these Terms.
- 3. The Competition is free to enter. No purchase necessary.
- 4. CooperVision reserves the right to verify the eligibility of any participant. CooperVision may require such information as it considers reasonably necessary for this purpose.
- Internet access, an Instagram, Facebook or Twitter account set to public (to allow us to view your entry and to permit direct messages from us) and an email address are required to enter the Competition.

#### Entry

- 6. To enter the Competition, participants must, after participating in the Litter Pick:
  - (a) log into their Instagram, Facebook or Twitter account;
  - (b) follow @coopervision\_uk on Instagram, @CooperVisionUK on Facebook or @coopervisionuk on Twitter; and
  - (c) post an image on their Instagram, Facebook or Twitter account of the most weird or wonderful piece of rubbish the participant finds during the Litter Pick, and include the hashtag #CVIcleanup (the "Entry").

- 7. Entries must be completed correctly and be received by CooperVision during the Competition Period to be eligible to win a Prize. All entries posted or received outside of the Competition Period will not be included in the Competition. To be eligible to win a Prize, the participant must still be following @coopervision\_uk (Instagram), @CooperVisionUK (Facebook) or @coopervisionuk (Twitter) and still have their Instagram, Facebook or Twitter account set to public, and still have their Entry on their Instagram, Facebook or Twitter account at the end of the Competition Period.
- 8. There is a limit of one (1) entry per person. Entries generated by script, macro, mechanical or other automated means are prohibited and will cause disqualification. Multiple entries made through agents, third parties, organised groups or any entry duplication method will not be accepted.
- 9. Participants must ensure that their Entry:
  - (a) is their own original work and does not infringe any third party rights (including without limitation in copyright, trade marks, moral rights, rights of privacy/publicity or any other intellectual property rights);
  - (b) is not defamatory or disparaging about CooperVision, its products or any other people, products or companies;
  - (c) does not include any brands, logos, trade marks or branded products;
  - (d) is not violent, obscene or offensive;
  - (e) does not depict alcohol, illegal drugs, tobacco, firearms/weapons, or any activities that may appear unsafe or dangerous or illegal;
  - (f) is not sexually explicit or suggestive;
  - (g) is in compliance with the rules, policies and terms of service of the platform where the post is posted (i.e. Instagram, Facebook or Twitter) and all applicable laws, regulations and code rules (and would not place CooperVision in breach of any such rules, policies, terms of service or applicable laws, regulations and codes, as determined by CooperVision in its sole discretion); and
  - (h) is otherwise suitable for presentation in a public forum (as determined by CooperVision in its sole discretion).
- 10. Entries which, in CooperVision's opinion may be deemed offensive, discriminatory, inappropriate, defamatory or which are unlawful or in breach of these Terms will not be accepted and will be disqualified.
- 11. We may, in our sole discretion, require any participant to alter or remove their Entry or any content posted on their own Instagram, Facebook or Twitter account, feed or platform in connection with the Competition and the participant shall promptly comply with any such requirement.
- 12. We reserve the right to disqualify any entrant we believe not to be participating within the spirit of the promotion or suspects of participating in any unfair or unjust behaviour. We reserve the right to use its discretion in all respects and to enforce any penalty or sanction it deems appropriate.
- 13. Entries that are not submitted in accordance with these Terms and/or that are delayed, damaged, incomplete, altered, illegible or otherwise defective (or which CooperVision cannot identify due to the removal of the participants' entry, the suspension or termination of the participant's Instagram, Facebook or Twitter account or their posts being filtered out of Instagram, Facebook or Twitter searches) will be disgualified.
- 14. We accept no responsibility for entries that are illegible or lost, delayed, damaged or rendered invalid for any reason beyond its control.
- 15. Any questions, comments or complaints regarding this Competition should be directed to CooperVision and not to Instagram, Facebook or Twitter.
- 16. This Competition is in no way sponsored, endorsed, or administered by Instagram, Facebook or Twitter. Instagram, Facebook and Twitter are completely released of all liability by each entrant in this Competition. This Competition is subject to Instagram's, Facebook's and Twitter's terms of service.

#### Selection of the Winners

- 17. Three (3) winners will be selected from all eligible Entries received during the Competition Period across the Instagram, Facebook and Twitter platforms (and whose Entries have not been disqualified at the screening stage in accordance with these Terms) (each a "Winner").
- 18. The Winners will be selected by a panel consisting of CooperVision staff and consultants and at least one (1) independent judge. The Winners will be the Entries which, in the opinion of the judges, show the most unusual or random item of rubbish collected on the litter-pick day.

- 19. The Winners will be selected within five (5) days of the end of the Competition Period, i.e., by 22 March 2022.
- 20. The Winners will be notified via a direct message on the platform used to post their Entry (i.e., Instagram, Facebook or Twitter), or by email. The notification will ask the Winners to confirm their age and compliance with these Terms and include instructions on how the Winner can claim their Prize. Participants who have not won a prize will not be notified.
- 21. The Winners must respond to this notification within seven (7) days in order to claim their Prize.
- 22. The Winners will receive their Prize within thirty (30) days of the end of the Competition Period.
- 23. In the event a Prize is unclaimed after reasonable efforts have been made to contact the Winner; the Winner cannot accept the Prize; the Winner is not eligible for the Prize or has not complied with these Terms, CooperVision will award the Prize to a replacement winner selected in the same way as the original Winner.

### Prizes

- 24. There are three (3) Prizes:
  - (a) First prize a £220 voucher towards a meal in a sustainable restaurant(listed in the Food Made Good Business Directory, available at https://www.foodmadegood.org/members/). The restaurant selection will be for the winner to decide and CooperVision will organise voucher purchase;
  - (b) Second prize a 3-month supply of a weekly small organic vegetable box from Riverford Foods (or equivalent), worth £172.25; and
  - (c) Third prize a case of 6 sustainably sourced wines from Wanderlust Wine (or equivalent), worth £98.
- 27. CooperVision will not be responsible for any further costs/expenses associated with the Prizes these shall be the sole responsibility of the Winners.
- 28. Prizes are subject to availability. There is no cash or other prize alternative for the Prizes, except in the event of circumstances outside CooperVision's reasonable control, where CooperVision reserves the right to substitute the Prize with a similar or alternative prize of equal or greater value.
- 29. Prizes are non-transferable and non-refundable.
- 30. The name and county of the Winners and the Prizes won will (unless a Winner has objected on lawful grounds) be made available on receipt of a self-addressed pre-paid envelope received by CooperVision at Delta Park, Concorde Way, Segensworth North, Fareham, Hampshire, PO15 5RL for sixty (60) days following the end of the Competition Period. Entrants can object to disclosure, or request that disclosure be limited in scope by contacting <a href="mailto:44marketing@coopervision.co.uk">44marketing@coopervision.co.uk</a>. We may nonetheless disclose the information to the Advertising Standards Authority if required to do so.

### **Publicity**

- 31. By entering into the Competition, each entrant agrees that CooperVision may publish, use, edit, alter and duplicate the Entry, including without limitation by reposting the Entry.
- 32. Any Winner may be requested to take part in non-paid publicity or advertising relating to the Competition, which may include having their photograph taken for promotional and/or press purposes.

## General

- 33. Any decision of CooperVision is final and no correspondence will be entered into.
- 34. CooperVision reserves the right to delay, postpone or cancel the Competition and/or amend or alter these Terms in the event of circumstances outside its reasonable control, which it considers make it necessary for it to do so.
- 35. If there is a conflict in the Terms with any other terms whatsoever attached to any other advertising material in respect of this Competition, these conditions will take precedence.
- 36. CooperVision accepts no responsibility or liability for (a) any entries which are not received due to the use of incorrect or inaccurate entry information, any faulty or failed electronic data transmissions, or for any other reason; (b) any unauthorised access to, or theft, destruction or alteration of entries at any point in the operation of the Competition; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers used in any aspect of the operation

- of the Competition; (d) inaccessibility or unavailability of any network or wireless service, the Internet and/or any website; or (e) any injury or damage to any person's computer(s) or mobile device(s) which may be related to or result from any attempt to participate in the Competition or to download any materials in connection with the Competition.
- 37. CooperVision will award the Prizes as described in these Terms, but CooperVision accepts no responsibility or liability for the Winners' use of the Prizes.
- 38. This clause, together with our main Privacy Policy (which can be found at <a href="https://coopervision.co.uk/data-privacy-policy">https://coopervision.co.uk/data-privacy-policy</a>), explains how CooperVision processes your personal data:

Categories of personal data	<ul> <li>Entrants: Name, Instagram, Facebook or Twitter handle and photo uploaded for the Competition ("Photo"); and</li> <li>Winners: Full name, contact details</li> </ul>
Purpose of processing	We will use the personal information collected to operate the Competition. We will review each entrant's Photo to identify the Winners. Once the Winners have been chosen, we will contact the Winners to administer the delivery of the Prizes in accordance with these Terms
Legal basis for processing	<ul> <li>We are allowed to process the entrant's personal data on the basis that it is necessary for our performance of the contract the entrants have entered into with us (i.e., these Terms). If the entrants do not provide personal data to us, we will not be able to carry out the contract (i.e. deliver the Prizes to the Winners)</li> <li>We are allowed to process the personal data of third parties because it is in our legitimate interest to do so i.e. we need the information to run our Competition and identify a winner.</li> </ul>
Retention period	<ul> <li>In relation to Competition entries that are not successful, we will delete the information collected for this Competition immediately after the Prizes have been awarded and distributed (or if there are any relevant complaints or issues relating to the Competition and if later, promptly after those complaints or issues have been resolved).</li> <li>In relation to the Winners of the Competition, we will delete the information collected 1 year after the administration of the prizes (or if there are any relevant complaints or issues relating to the Competition and if later, promptly after those complaints or issues have been resolved)</li> </ul>
Additional Information	Please refer to our main Privacy Policy for more information on how we process your personal data. For example, our main Privacy Policy explains your rights as a data subject and how to get in touch with us if you have any queries in relation to our processing of your personal data.

39. The Competition and these Terms (including any non-contractual disputes or claims arising out of them) are subject to English law. Any disputes must be referred to the English courts. Consumers in Scotland and Northern Ireland may additionally bring an action in their home courts.