

### **About the prize draw**

1. The promoter of this prize draw is Marks and Spencer plc, Waterside House, 35 North Wharf Road, London W2 1NW (“**M&S**”).
2. Marks & Spencer is a registered data controller with the Information Commissioner’s Office (registration number Z6046528). We respect your right to privacy and will only process personal data you provide to us in accordance with the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and other applicable privacy laws. For more information see the Marks & Spencer Privacy Policy by [clicking here](#) **OR** on our website [marksandspencer.com](http://marksandspencer.com).
3. Prize draw administered by InMoment North America, 2121 Argentia Road, Mississauga, Ontario, L5N 2X4.
4. By submitting your survey response you agree to the below terms and conditions, to be bound by the decisions of M&S and to receive email notifications from M&S in relation to the prize draw.

### **Entering the prize draw**

5. This prize draw is open only to permanent UK and ROI residents who are aged 18 or over. Employees (or their relatives) of the Marks and Spencer Group of Companies (or any other company and/or agency connected with this promotion) are not permitted to enter.
6. To enter the prize draw participants must complete and submit the survey entry form at [www.tellmands.co.uk](http://www.tellmands.co.uk) or [www.tellmandscafe.co.uk](http://www.tellmandscafe.co.uk) or phone 01223790369 from the UK and 014854179 from ROI between the first calendar day (Start Date) and last calendar day (End Date) of each month. No other types of entry will be accepted.
7. Only two survey entries are allowed per household, per week. This means that no matter how many surveys are completed, only two of the responses will be put forward for a draw in any one contest week. No entries on behalf of third parties will be accepted.

### **Choosing the winner**

8. InMoment will draw 1 winner at random each month following the End Date. The winners will be chosen at random from all completed and valid survey entries.
9. InMoment will notify the winner by phone or email within 15 days of the End Date. The notification will include details of how the prize can be accepted. If the winner does not confirm acceptance of the prize within 14 days of receiving that notification a re-draw will take place and another winner will be selected.
10. If the promoter is unable to contact a winner after three attempts, an alternative winner may be selected at random and the promoter shall have no liability to the original winner.

### **The prize**

11. The winners will each receive £250 (or 300 euros) in the form of a cheque. (the “**Prize**”). The prize is not transferable and must be accepted as awarded. All taxes are the responsibility of the winner.
12. Each participant may only win one Prize.

### **General**

13. Prize details are correct at date of publication. M&S reserves the right to substitute any element of the prize with a prize of an equal or greater value should any original element of the prize become unavailable for any reason.
14. The prize is non-transferable, non-refundable and subject to availability.

15. InMoment's decision is final and binding and no correspondence will be entered into regarding the outcome of the draw.
16. No responsibility will be taken for late, lost, indecipherable or misdirected entries or for any failure of communication resulting from incorrectly supplied information.
17. M&S reserves the right to check the validity of any entry and the identity of any entrant or winner and to refuse entry or refuse giving the prize if M&S reasonably considers the entry and/or winner to be in breach of the terms and conditions.
18. M&S reserves the right at any time in its sole discretion to cancel, modify or supersede the prize draw if it believes, in its sole discretion, that the prize draw is not capable or is likely not to be capable of being conducted fairly or as specified within these terms and conditions due to events beyond its control (including, without limitation, a virus, a computer bug or unauthorised human intervention or any other cause beyond the reasonable control of M&S that could corrupt or affect the administration, security, impartiality or normal course of the prize draw).
19. The winner may be required, subject to their consent, to take part in reasonable prize draw publicity for M&S which may include filming, photography or other recordings required by M&S or other third parties for publicity purposes and the winner agrees to the use of their personal data for such purposes.
20. The entrant agrees to assign all copyright and intellectual property developed during this prize draw exclusively to M&S.
21. The name and county of the prize winner will be available by sending a stamped addressed envelope within one month of the notification date to M&S Prize Draw, InMoment, Temple House, One Temple Row, Birmingham, B2 5LG.
22. Nothing in these terms and conditions shall limit in any way M&S's liability for death or personal injury caused by its negligence. Subject to that, M&S shall have no liability for any delay and/or failure to perform any obligation to the winner or other entrant that is caused by: (a) technical problems of any kind which may limit or prevent any person's participation in the prize draw; (b) any loss or damage arising from or in connection with the allocation of the Prize; (c) any act or omission of any third party; or (d) any other events beyond M&S's control that may cause the prize draw to be disrupted or corrupted or may lead to loss of, or damage to, the Prize in transit to the winner.
23. If any of these terms and conditions is found by a court or regulator to be invalid or unenforceable the other provisions shall continue to apply.
24. We will do our best to resolve any problems relating to the prize draw. This promotion shall be governed by the laws of England and Wales.