

Terms and Conditions

Burgon & Ball Competition

- These terms and conditions apply to the online action 'Burgon & Ball Competition'. The competition runs from 12 APRIL 2019 until midnight 09 MAY 2019
- **The Promoter** is Notcutts Ltd registered in England and Wales No. 393104 with registered office at Cumberland Street, Woodbridge, Suffolk, IP12 4AF, United-Kingdom.
- The promotion is open to residents of the UK and Ireland aged 18 or over who are active members of the Notcutts loyalty scheme, excluding employees and their immediate families of the Promoter, its agents or anyone professionally connected with the promotion.
- By entering the promotion, entrants confirm that they have read and agree to be bound by these terms & conditions and by the decisions of the Promoter, which are final in all matters relating to the promotion. Failure to do so will result in the forfeiture of the prize. No correspondence will be entered into.
- The Promoters Website can be found at: notcutts.co.uk. To take part and be eligible for a prize, the entrant must purchase a tool from the Burgon & Ball range and scan their Notcutts Privilege membership card at the time of purchase, details registered on the account for the Privilege membership club will be used as the primary point of contact. Multiple entries can be entered. Email addresses are not a requirement of entry.
- Contact numbers will only be used as the contact details to advise a participant that they have won a prize.
- The address registered to the winners Privilege membership club account will be used to send any prizes so please make sure this is correct. Competitions are only open to residents of the United Kingdom and you are not eligible if you are resident outside of the United Kingdom.
- The data from participants will be used exclusively for the Promoter for email marketing purposes. The Promoter only sends email messages to people who have opted-in. Users always have the opportunity to opt-out or change preferences via a link in the footer of all marketing email messages. Some communications (e.g. important account notifications and billing information) are considered transactional and are necessary for all customers.
- By opting to the Promoter's terms and conditions, the participants signal their complete acceptance and full understanding of these Terms and Conditions and agree:
 - To receive emails and telephone calls relating to the competition.
- Participants can win, there will be some people that do not win, one and only one of the following prizes:
 - Two tickets for entry to the RHS Chelsea Flower Show 2019 on Wednesday 22nd May, including a 2 course a la carte dining for two.
 - Two runner-up Burgon & Ball goody bags.
- Entry to the competition is via purchase of a Burgon and Ball tool and scan of the Privilege membership card, proof of purchase is required and will be confirmed by Notcutts.
- The winners will be informed by telephone call on 10th May 2019. If the winner cannot be contacted prior to end of day 13th May 2018 then no claim can be made on the prize anymore.
- The prizes are non-refundable and no cash alternative is available. Prizes must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

The Promoter reserves the right to provide alternative prizes of equal value if, due to circumstances beyond its reasonable control, the stated prizes are no longer available.

- The winner will be chosen at random and the decision is final and no correspondence will be entered into regarding the chosen winners.
- By entering, winners agree that if they win, they will participate in any reasonable publicity arranged by The Promoter.
- Your entry and any information submitted by you must be personal to and relate specifically to you. You warrant that your entry and all information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libelous, defamatory, obscene, indecent, harassing or threatening. In addition, you warrant that you have permission to use or feature any people, content or other material contained within your entry. The Promoter reserves the right to screen, filter and/or monitor entries for this purpose.
- The Promoter or its agencies will not be responsible for the non-inclusion of entries as a result of technical failures or otherwise, including any such failure which is within the control of The Promoter or its agencies. Proof of submission of entry is not proof of receipt of entry.
- The Promoter accepts no responsibility for any third party illegal or fraudulent action/inaction that may occur on or through the promotion, but reserves the right to take action against any third party it knows or has reasonable grounds to believe is responsible for such action/inaction. The Promoter reserves the right at its sole discretion to disqualify any person it finds to be tampering or to have tampered with the operation of the promotion or the Promoter promotional website, or to be acting in violation of these terms and conditions.
- The Promoter will not be liable for any loss (including, without limitation, indirect, special or consequential loss), expense OR damage, injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with use of the promotion.
- The Promotional website may contain links to other websites that the Promoter does not own or operate. Please be aware that the Promoter does not control, recommend or endorse, and is not responsible for their content, products, services or privacy policies.
- Whilst we will always try to ensure that the promotional website is working as it should be, problems may occur from time to time. The promoter accepts no responsibility for any intermittent problems, which may arise.
- If for any reason any aspect of the Promoter is not capable of operating as intended, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, the Promoter may at its sole discretion cancel, terminate, modify or suspend the promotion.
- No failure to enforce a clause shall be deemed a waiver of the rights covered within it.
- If any clause of these Terms is deemed unenforceable, then it shall be severed and the remaining Terms shall remain in force.
- These terms and conditions are subject to English law and the exclusive jurisdiction of the English Courts. The Promoter reserves the rights, at its sole discretion, to modify these Terms at any time, and limits its liability in relation to such action to the fullest extent permissible under English law.